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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

ALEXIS CASTILLO,

Plaintiff,

vs.

CITY AND COUNTY OF SAN
FRANCISCO, et al.,

Defendants.

Case No. C05-00284 WHA (MEJ)

**STIPULATION AND ORDER RE
WAGE GARNISHMENT**

Date Action Filed: December 2, 2004
Trial Date: March 6, 2006

1 This matter is currently set for hearing at 10:00 a.m. on June 7, 2007, in Courtroom B,
2 before the Honorable Maria-Elena James, United States Magistrate Judge, to consider the
3 defendant, Alexis Castillo's claim of exemption from wage garnishment. The parties Alexis
4 Castillo, plaintiff/debtor (Debtor), and the City and County of San Francisco, defendant/creditor
5 (Creditor), in an effort to resolve the matter have agreed to enter into a stipulation to accept
6 payment from Debtor under the following terms and conditions.

7 **STIPULATION**

8 1. On August 28, 2006, the Court entered costs as part of the judgment in the above-
9 entitled action in favor of City and County of San Francisco, Perry Hollis, County of San Mateo,
10 Frank Kastell, Sheryl Wolcott, Martin Scanlan, David Smith and Ron Roth, and against Alexis
11 Castillo in the amount of \$10,501.97 ("costs portion of the judgment").

12 2. Debtor is currently subject to a wage garnishment to pay the costs portion of the
13 judgment in this case to Creditor, Levying Officer File Number C05-0284; the writ of execution
14 as to Debtor issued on February 7, 2007.

15 3. Debtor's current employer pays him every two weeks. Debtor will pay \$75 to
16 Creditor per pay period, through wage garnishment, until Debtor pays Creditor the full amount of
17 the costs portion of the judgment plus interest.

18 4. This costs portion of the judgment bears interest at the rate of 5.06 percent per
19 annum, from the date of entry, August 28, 2006, until the costs portion of the judgment is paid in
20 full.

21 5. Debtor can pay more if he chooses, but not less than \$75 per pay period every two
22 weeks, through wage garnishment.

23 6. Debtor can pay the full balance owed, plus accrued interest, at anytime.

24 7. Debtor agrees that he will notify Creditor in writing, of any change in his
25 employment and his new employer's name and address within 10-days of obtaining any new or
26 subsequent employment.

27 8. Debtor agrees that he will not object to Creditor obtaining any subsequent wage
28 garnishments against him with any subsequent employers until the costs portion of the judgment,

1 plus interest, is paid in full. Debtor reserves the right to file a claim of exemption to the amount
 2 withheld to the extent that it exceeds \$75 every two weeks. Creditor reserves and retains all
 3 rights to contest the claim of exemption and/or any other of Debtor's objections.

4 9. Debtor agrees that Creditor may use any legal means available to collect its
 5 judgment plus interest, and is not limited to collection by way of wage garnishment. Debtor
 6 reserves his legal rights to contest collection.

7 10. Debtor agrees that the payment terms of this Stipulation are not retroactive and
 8 will take effect with the first pay date following the filing of this Stipulation with the Court and
 9 subsequent notice to Debtor's employer.

10 11. Debtor reserves all rights to seek a court order to terminate his obligations
 11 hereunder and to recoup money previously deducted from his paychecks based upon the outcome
 12 of his pending appeal in this action.

13 Dated: June 6, 2007

15 McTERNAN, STENDER & WEINGUS, and
 16 JEFFREY A HAAS LAW CORP.

17 By: _____/s/
 18 CLIFF WEINGUS

19 Attorneys for Plaintiff/Debtor
 20 ALEXIS CASTILLO

21 Dated: June 6, 2007

22 DENNIS J. HERRERA
 23 City Attorney
 24 JOANNE HOEPER
 25 Chief Trial Deputy
 26 LEONOR NOGUEZ
 27 Deputy City Attorneys

28 By: _____/s/
 LEONOR NOGUEZ

Attorneys for Defendant/Creditor
 CITY AND COUNTY OF SAN FRANCISCO

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ORDER

GOOD CAUSE appearing, pursuant to the above stipulation by the parties,

IT IS HEREBY ORDERED that Debtor will pay Creditor \$75 per pay period, every two weeks, as a garnishment of his wages, until the Creditor's costs portion of the judgment plus interest is paid in full. The June 7, 2007 hearing is VACATED.

DATED: June 6, 2007



THE HONORABLE MARIA-ELENA JAMES
UNITED STATES MAGISTRATE JUDGE

PROOF OF SERVICE

I, COLLEEN M. GARRETT, declare as follows:

I am a citizen of the United States, over the age of eighteen years and not a party to the above-entitled action. I am employed at the City Attorney's Office of San Francisco, Fox Plaza Building, 1390 Market Street, Sixth Floor, San Francisco, CA 94102.

On June 6, 2007, I served the following document(s):

STIPULATION AND ORDER RE WAGE GARNISHMENT

on the following persons at the locations specified:

ALEXIS CASTILLO
148 37th Avenue, Apt. 8
San Mateo, CA 94403

in the manner indicated below:



BY UNITED STATES MAIL: Following ordinary business practices, I sealed true and correct copies of the above documents in addressed envelope(s) and placed them at my workplace for collection and mailing with the United States Postal Service. I am readily familiar with the practices of the San Francisco City Attorney's Office for collecting and processing mail. In the ordinary course of business, the sealed envelope(s) that I placed for collection would be deposited, postage prepaid, with the United States Postal Service that same day.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed June 6, 2007, at San Francisco, California.

COLLEEN M. GARRETT